

2-0162

STORAGE

Atlantic

LIBRARY
Institute of Management and
Labor Relations

JUL 26 1976

RUTGERS UNIVERSITY

AGREEMENT
Between

ATLANTIC COMMUNITY COLLEGE BOARD OF TRUSTEES

and

ATLANTIC COMMUNITY COLLEGE EMPLOYEES' ORGANIZATIONJuly 1, 1975 to June 30, 1978

Negotiated by

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	
I	Principles	1
II	Recognition	1
III	Grievance Procedure	1-6
IV	Rights of Organization	6-7
V	Salaries and Hours of Work	8
VI	Job Opportunities	9-10
VII	Seniority and Job Security	11
VIII	Insurance Protection	12
IX	Vacation Leave	13
X	Leaves	13
XI	Saving Clause	14
XII	Rights of the Parties to this Agreement	15
XIII	Duration	17
	Salary Guide, Appendix "A"	

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 3rd day of November, 1975, for the period July 1, 1975 to June 30, 1978, by and between the Board of Trustees of Atlantic Community College, (hereinafter referred to as the "Board") and the Atlantic Community College Employees' Organization (hereinafter referred to as the "Organization").

ATLANTIC COMMUNITY COLLEGE

Service Personnel Contract

Article I Principles

- A. The Board of Trustees hereby agrees that it shall meet the provisions of Chapter 123, Public Law of 1974.

Article II Recognition

- A. The Board agrees to and hereby does recognize the ACC Employees' Organization as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the following classifications:

✓ Maintenance Workers
Maintenance-groundskeepers
Custodians
✓ Receiving/Inventory Clerks
Security Guards
Groundskeepers
Utility Repairmen

Article III Grievance Procedure

- A. The College and the Organization agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Organization, its employees and the College. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

B. Definition of a Grievance

A grievance is a claim by one or more members of the bargaining unit or by the Organization, hereinafter collectively referred to as a "grievant", that such member or members has suffered an injury because of an alleged violation, misrepresentation or misapplication of any provision of this Agreement, or any existing rule, order or regulation of the Board of Trustees, the President of the College or the Board of Higher Education.

- C. In the presentation of a grievance, the member shall have the right to present his/her own case or to designate a representative of the Organization to appear with him/her at any step of his/her grievance. The President or his/her designee shall have the right to designate a representative to participate equally at any stage of the grievance procedure.

Step 1:

- a. If a complaint is not satisfactorily resolved in informal discussion, a grievance may be filed within fourteen (14) school days of the occurrence, in writing, on the official grievance form, with the President of the College or his/her designee, setting forth the nature of the grievance, the remedy

requested and shall be signed by the grievant.

- b. Within seven (7) school days from the date of receipt of the grievance by the President or his/her designee, the President or his/her designee shall arrange to meet with the grievant in an effort to resolve the grievance. The President or his/her designee shall indicate his/her disposition of the grievance, in writing within seven (7) school days of the last meeting with the grievant. A copy of the President's disposition shall be transmitted to the grievant.

Step 2:

- a. If the decision of the President does not resolve the grievance to the satisfaction of the employee grievant and he/she wishes to review by a third party, and if the Organization determines that the matter should be reviewed further, it shall so advise the President through the Dean of Administration within fourteen (14) calendar days of the receipt of the President's decision.
- b. The following procedure shall be used to

secure the services of an arbitrator:

1. Either party may request the Public Employees Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request PERC to submit a second roster of names.
 3. If the parties are unable to determine within twelve (12) days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
- c. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be binding.
- d. Rights of Employees to Representation
1. Any aggrieved person may be represented at all stages of the grievance procedure

by himself/herself, or, at his/her option, by the Organization, or by a representative selected or approved by the Organization.

2. When an employee is not represented by the Organization, in the processing of a grievance, the Organization shall at the time of submission of the grievance to the Dean of Administration or at any later level be notified by the Dean of Administration that the grievance is in existence and shall be notified of the result.

e. The costs for the services of the arbitrator, shall be borne equally by the Board and the Organization. Any other expenses incurred shall be paid by the party incurring same.

1. Acknowledging the grievance procedure as the means of resolution for any dispute arising under the terms of this Agreement, the Organization and its members shall not cause, engage in, or sanction any work stoppage, slow-down, or other such actions for the duration of this Agreement between the Board and its authorized agents and the Organization, or any

other employees, persons or organizations.

2. Any grievance not answered within the times specified above shall be deemed as granting relief specified to the grievant. If the grievant or his/her representative does not appear at any of the mutually scheduled hearing, then the matter is considered closed. The time limits within the grievance procedure may be extended by mutual agreement of the parties in writing.

Article IV Rights of the Organization

- A. Adequate bulletin board space shall be reserved at the location of the time clock for the posting of Organization notices and other material dealing with proper and legitimate Organization business.
- B. (1) Meetings: The Organization shall have the right to meet a maximum of five hours per year during the change in shifts, with no loss of pay, however, there shall be a maximum frequency of one meeting in any calendar month and three work days advance written advisement shall be given to the Director of Physical Plant of such meeting.
- (2) There shall also be scheduled a liaison meeting of two representatives of the Organization and the Dean of Administration (or his/her designee) and one other administrator of the College once every three calendar months to discuss items of mutual concern for administering this Agreement. Such meetings shall not exceed one hour in duration and shall be without loss of pay to the representatives of the Organization. The request for such meeting may be made by either party to this Agreement in writing stating the matters to be

discussed in order to allow for collecting any background information necessary. If neither party to this Agreement initiates a written request for such meeting within the above specified quarterly calendar period, then it shall be understood that no requirement exists for such meeting during that quarter.

- C. Upon proper written application the Board may grant leaves of absence not to exceed one (1) calendar year, without pay, to members of the Organization. The employees must state in writing the purpose of such leave. To the extent permitted by law, any employee granted such full-time leave shall retain all insurance and other benefits and shall continue to maintain his/her service time for salary increment purposes as though he/she was in regular service. The employee shall be permitted to pay his/her own contribution to all existing plans requiring such contributions and the College shall then pay their regular contribution to such plan(s) requiring such contributions, provided these contributions are not contrary to law.
- D. Employees shall be permitted to wear their Organization buttons while performing work.
- E. There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin, or membership or negotiating activity in the Organization; however, any activity by an employee

in illegal organization action shall be the subject for proper disciplinary action by the Board.

Article V Salaries and Hours of Work

- A. The regular work week for other than Security Guards shall be forty (40) hours including one-half ($\frac{1}{2}$) hour for lunch, over a consecutive five (5) day week, at eight (8) hours per day. All hours over forty (40) hours, Monday through Friday, shall be paid at time and a half rate. Also, all hours on Saturday shall be paid at the time and a half rate, and on Sunday, at the double time rate. Security Guards shall receive overtime compensation at the rate of time and a half for work over forty (40) hours on the consecutive sixth work day. Security Guards shall receive double time pay for a seventh consecutive day. Schedule "A" is the annual wage agreed to and is attached.
- B. The year for purposes of salary and this contract shall commence on the first day of July and terminate on the last day of June.
- C. Placement on Salary Guide
Any employee employed prior to February 1 of any work year shall be given full credit for one (1) year of service toward the next increment step for the following year beginning with February 1976.

D. Dues Deduction

Upon the execution of the proper authorization form by the employee, the Board shall deduct the authorized amount for dues to the Unit and shall remit same to the organization so designated by the majority vote of the members of the Unit requested. The name and address of the organization receiving the remittance shall accompany a copy of the minutes containing the vote of the members so designating.

E. Employees working the evening shift on a Friday shall be paid on Thursday, if salary is paid by check. If checks are distributed on Friday, one (1) hour of time without loss of salary shall be allowed the employee for purposes of cashing the check.

F. An employee who is called into work at times other than his/her regularly scheduled shift shall be paid for a minimum of two (2) hours call in time, and such additional amount of time pro-rated in quarterly hour increments, if such work requirement is for more than the minimum two (2) hour minimum guarantee.

Article VI Job Opportunities

A. All notices of examinations for job opportunities within the negotiating unit shall be posted on the

official bulletin board at least twelve (12) calendar days before the closing for application. A copy of each such examination notice shall be sent to the Organization. Each employee may file application for such job.

- B. Notice of all vacancies within the negotiating unit shall be posted within ten (10) days of:
 - 1. Receipt of a letter of resignation.
 - 2. Official Board action vacating a position within the negotiating unit.
- C. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the College administration within the aforementioned ten (10) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be posted at the time clock.
- D. Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference over new hires. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.
- E. The supervisor and department head shall determine the qualification and abilities of employees who

apply and, in the event two (2) applicants are of equal experience and ability, the applicant with the greater seniority shall be awarded the job. In all cases the experience and skill shall be adequate to properly perform that job.

Article VII Seniority and Job Security

- A. Seniority is defined as an employee's total length of service with the College, beginning with his/her date of employment. Such seniority shall accumulate until there is a break in service. A break in continuous service occurs when an employee resigns, is discharged or retires. Where ability to perform work is equal to or better, the person with the most seniority will be given preference when the Board finds it necessary to lay off employees or to recall laid off employees. Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i. e., the most senior employee in the dispute will have the first option). However, where the work force is depleted because of vacation leave, the College shall reserve the right to designate time when an employee may not take leave.
- B. An appointed employee shall lose all accumulated classification seniority if he/she loses college seniority as set forth in "A" above, or if he/she

transfers to any other department of the College as an appointed employee and remains in such a new department for at least sixty (60) days, unless the period for retention of the former classification seniority is extended by mutual consent of the Dean of Administration and the employee involved. If the employee returns to the former classification within the sixty (60) day or extended period referred to above, he/she shall retain his/her shall retain his/her seniority accumulated in the classification to which he/she returns.

ARTICLE VIII Insurance Protection

- A. Participating in the New Jersey State Health Benefits Plan shall be non-contributory, the College assuming the entire cost, with coverage of dependents, including children up to age twenty-three (23). This coverage is Blue Cross Hospitalization, Blue Shield Medical and Surgical, extended coverage, and Prudential Major Medical, or equal coverage.
- B. If during the life of this Agreement, any other recognized employee unit receives any other health or medical benefit not stipulated in "A", this Organization shall automatically receive the same benefit or benefits.

ARTICLE IX Vacation Leave

- A. Each employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

	<u>MONTHS OF SERVICE</u>	<u>VACATION DAYS PER ANNUM</u>
1)	One (1) Month through Forty-eight (48) Months.One (1) day per month credit up to twelve (12) days maximum per annum.
2)	Forty-nine (49) Months through One-hundred-eight (108) MonthsTwenty (20) days per annum.
3)	More than One-hundred-nine (109) MonthsTwenty-four (24) days per annum.

- B. Unused vacation time may accumulate, but not exceed more than twice the annual credited time.

ARTICLE X Leaves

- A. All employees covered by this Agreement shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated without limit from year to year.
- B. Each employee shall be entitled to receive a maximum of five (5) non-accumulated personal and/or bereavement leave per year for personal business which cannot be effectuated outside the work day or death of a relative in the immediate household. Such leave is subject to

the operational needs of the College and must be requested in advance.

Article XI Saving Clause

- A. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable, performed, or enforced. In such event, all other provisions of this Agreement shall continue in effect.

Article XII Rights of the Parties to this Agreement

A. Management Rights

The Organization recognizes that the Board has the responsibility and authority to manage all the operations and activities of the College to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

B. Management Prerogative

The Organization agrees and recognizes that the Board reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Higher Education to hire, assign,

promote, transfer and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the College except as may be specifically provided by the language of this Agreement. Except for serious breaches of discipline the following procedures shall be sequentially followed for discipline:

1. Verbal advisement.
2. Written notification of the violation(s) and the required corrective action(s) with a copy to the employee's personnel file.
3. Disciplinary action.

Note: The employee concerned shall be provided the opportunity to acknowledge by signature such letter referred to in paragraph 2 above or to respond in writing and such response, if any, shall also be included in the employee's personnel file. If there are no further violations within a three (3) year period, then such letter of discipline and response if any, shall be removed from the employee's personnel file.

C. Organization Rights

The Organization, as representative for all employees specified in Article II, Recognition, is entitled to act for, and to negotiate, agreements covering all

such employees, and is responsible for representing the interest of all such employees without discrimination and without regard to Organization membership.

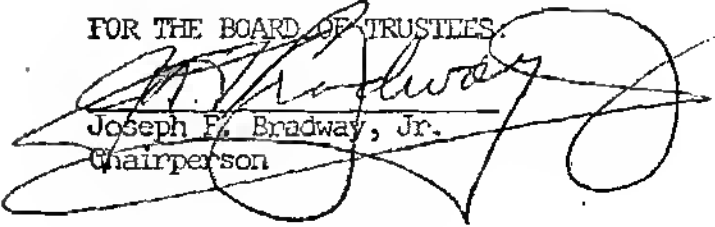
D. Other Provisions


1. The Board and the Organization shall continue to not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status; membership, or lack thereof, in the Organization.
2. Nothing contained in this Agreement shall be construed to deny or restrict to either party of to this Agreement, or to a member, or agent, of either party, such rights as he/she may have under the Constitution of the United States, Constitution of the State of New Jersey, or other statutes of the State of New Jersey, or rules and regulations of the Commissioner of Higher Education or other applicable laws and regulations. The Board and Organization do not condone any direct or indirect pressure upon any or all school personnel to join, or refrain from joining, any employee organization(s).
3. The College shall continue to not require employees to work under unsafe or hazardous conditions or to perform tasks which endanger an employee's health and safety.

Article XIII Duration

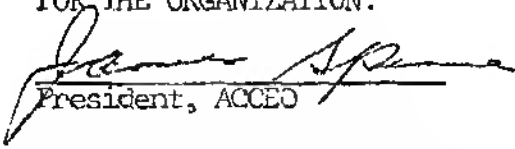
The provisions of this Agreement, following
ratification, shall be in force and effect from
July 1, 1975 to June 30, 1978.

FOR THE BOARD OF TRUSTEES:


Joseph F. Bradway, Jr.
Chairperson


Robert L. Goudie
Secretary

FOR THE ORGANIZATION:


President, ACCFO


Secretary, ACCFO

DATE OF RATIFICATION: 11/3/75

ATLANTIC COMMUNITY COLLEGE
1975-76 SALARY SCHEDULE
ACCEO Personnel

For the following fiscal years, an across-the-board raise over the previous year's base salary shall be granted: Fiscal 1975-76, \$700; Fiscal 1976-77, \$725; Fiscal 1977-78, \$750.

A longevity increase of \$500 in base salary will be awarded to each employee having completed nine (9) years of service.

	0	1	2	3	4	5	6	7	8
Custodians*	5,700	6,050	6,400	6,750	7,100	7,450	7,800	8,150	8,500
Maintenance Worker	5,800	6,150	6,500	6,850	7,200	7,550	7,900	8,250	8,600
Groundskeeper	5,700	6,050	6,400	6,750	7,100	7,450	7,800	8,150	8,500
Maintenance/Grounds	6,100	6,450	6,800	7,150	7,500	7,850	8,200	8,550	8,900
Receiving/Inventory	5,900	6,250	6,600	6,950	7,400	7,650	8,000	8,350	8,700
Utility Repair	6,700	7,050	7,400	7,750	8,100	8,450	8,800	9,150	9,500
Security	5,650	6,000	6,350	6,700	7,050	7,400	7,750	8,100	8,450

*The "Lead night custodian" shall receive \$10 per week as extra duty and responsibility compensation for so long as he is required to fulfill such.

Any employee requested by the College to perform for three (3) or more consecutive days, the duties of his immediate superior shall be compensated according to the "Lead Night Custodian" rate schedule.

Note: The Salary Guide will be reduced to six (6) steps at the end of the three (3) year period.

Schedule "A"
July 1, 1975